may be taken for the husband's debts. *Gray v. Ferreby,* 36 Ia., 146. Another view of the situation is to the effect that if the husband held the wife's money, not as a loan, but for her, he was her trustee, and whosoever helped him to misapply it to the husband's own debt, held what he got as her trustee too, and when traced to his hand, he is liable therefor. *Maddox v. Oxford,* 70 Ga., 179. A similar case to the one in question says that, under the statute positively forbidding any assumption by a wife of the debts of her husband, if, a creditor of the husband, in any manner receives in payment of his debt, money of the wife, knowing it to be hers, the wife can recover of him the amount so paid. *Lewis v. Howell,* 98 Ga., 428.

INNKEEPERS—BAGGAGE—LIABILITY.—KAPLAN V. TITUS, 125 N. Y. SUPP., 397.—*Held,* that the relation of innkeeper and guest does not terminate as soon as the guest pays his bill and leaves the hotel with the intention of not returning, since the guest has a reasonable time in which to remove his baggage.

An innkeeper is an insurer of the property of his guest and is liable for its loss for any cause whatever unless the loss is caused by the act of God; or of the common enemy; or by the neglect or fault of the guest. *Sibley v. Aldrich,* 33 N. H., 553; *Mason v. Thompson,* 9 Pick. (Mass.), 280; *Giles v. Libby,* 36 Barb. (N. Y.), 70. This liability begins when the baggage is received by an agent outside of the hotel, and before the person has actually become a guest. *Williams v. Moore,* 69 Ill. App., 618; *Dickinson v. Winchester et al.,* 4 Cush. (Mass.), 114; *Coskery v. Nagle,* 83 Ga., 696. His responsibility for the property of his guests extends to every part of his house into which it is usual for such property to be taken. *Epps v. Hinds,* 27 Miss., 657. It continues during the temporary absence of his guest. *McDaniels v. Robinson,* 26 Vt., 316; *Whitemore v. Haroldson,* 2 Lea (Tenn.), 312. And it continues for a reasonable time pending removal of property left in his custody by one who has ceased to be a guest. *Murray v. Marshall,* 9 Colo., 482; *Adams v. Clem,* 41 Ga., 65; *Baehr v. Downey,* 133 Mich., 163. What constitutes a reasonable time depends upon all the circumstances of the case. *Adams v. Clem,* 41 Ga., 65; *Maxwell v. Gerard,* 84 Hun., 537. The duty of an innkeeper after the expiration of a reasonable time is only that of a gratuitous bailee. *O'Brien v. Vaill,* 22 Fla., 627; *Wear v. Gleason,* 52 Ark., 364.

LICENSES—TAXING PROHIBITED BUSINESS—VALIDITY.—DIAMOND V. STATE, 131 S. W., 666 (TENN.).—*Held,* that a business which is prohibited by law may be taxed.

It is well settled that, in the exercise of its police power, a state may impose a license-tax on any business or occupation. *Price v. People of State of Illinois,* 193 Ill., 114; *City of St. Louis v. McCann,* 157 Mo., 301; *McDonald v. The State,* 81 Ala., 279. And where the power to license has been delegated to a municipality, it involves, as a necessary incident, the power to prohibit without a license. *Vinson v. Town of Monticello,* 118 Ind., 103. Furthermore, the fact that a business is unlaw-

ful and cannot be licensed does not prevent the collection of a privilege tax, as held in the principal case. *Pervear v. Com.*, 5 Wall., 475; *Youngblood v. Sexton*, 32 Mich., 406. But the imposition of a privilege tax upon a business that is illegal does not operate to legalize the business. *Blaufield v. The State*, 103 Tenn., 593. And the mere payment of a United States internal revenue tax does not convey authority to carry on a business, prohibited by a state law. *License Tax Cases*, 5 Wall., 462; *State v. Funk*, 27 Minn., 312. Likewise, the payment of a tax on an article used in a prohibited business cannot render its use lawful. *State v. Doon*, 1 R. M. Charlt. (Ga.), 1.

MARRIAGE—ANNULMENT—GROUNDS.—GONDOUIN V. GONDOUIN, 111 PAC., 756 (CAL.).—*Held*, that a man who has been having illicit intercourse with a woman prior to his marriage with her cannot have the marriage annulled on the ground that it was brought about by the woman falsely representing that she was pregnant by him.

The general American view is in accord with the case under consideration and will not allow fraud to vitiate a marriage unless it is such fraud as affects an essential element of the marriage relation. *Crane v. Crane*, 62 N. J. Eq., 10; *Franke v. Franke*, 31 Pac., 571; *Todd v. Todd*, 149 Pa., 60. The fraud was not held to be so affecting an essential relation when the plaintiff was induced to marry the defendant owing to false representations of pregnancy made by her, even though the marriage was never consummated by cohabitation; *Tait v. Tait*, 23 N. Y. Supp., 591. Nor does it matter whether the representations of pregnancy are true or false; *Hoffman v. Hoffman*, 30 Pa. St., 417, nor whether the defendant was really pregnant by another man at the time of her marriage to a plaintiff with whom she had also had illicit intercourse; *Donnelley v. Strong*, 175 Mass., 517; *Bartholomew v. Bartholomew*, 14 Pa. County Ct., 230. The concealment of pregnancy at the time of the marriage, if such pregnancy was caused by the husband is not sufficient to vitiate the bond. *Creherne v. Creherne*, 97 Mass., 330. The only leading case in opposition is *Di Lorenzo v. Di Lorenzo*, 174 N. Y., 46, but there the facts were extraordinary, for the defendant represented that she was pregnant by the plaintiff, her future husband, when she was in fact pregnant by another man, and the marriage was not performed until this child had been born, and the plaintiff afterwards discovered that the child so presented to him as his offspring was not even the child of the defendant, in fact, but that of another woman.

MASTER AND SERVANT—ASSUMPTION OF RISK.—PERRY-MATTHEWS—BUSKIRK STONE CO. V. BENNETT, 93 N. E., 238 (IND.).—*Held*, that the risk is not assumed within the meaning of the rule that debars recovery when the injured party really knew there was some danger, unless the danger was appreciated.

To charge a servant with an assumption of the risk of a danger it must be shown that such servant not only knew of the defect, but also appreciated the danger therefrom. *Avery v. Nordyke & Marmon Co.*, 34